

REMARKS

This application has been amended in a manner believed to place it in condition for allowance at the time of the next Official Action.

Claims 12 and 17 are amended. Claim 19 is new. Support for the amended and new claims may be found generally throughout the specification, particularly at page 11, 3<sup>rd</sup> paragraph, and the originally filed claims. Claims 12-19 remain pending in the application.

The Official Action rejected claims 12-18 under 35 U.S.C. §102(b) as being anticipated by Gerard U.S. 3,668,055 (GERARD) and also rejected claims 12-18 under 35 U.S.C. §103(a) as being unpatentable over Gerard U.S. 3,668,055 (GERARD). Applicants respectfully disagree with both grounds of rejection.

GERARD discloses laminated sheets of embossed kraft paper, or a combined sheet, which may be enclosed by an envelope T. The mounds formed in the embossed kraft sheets are offset by at least one-half of the maximum width of the mounds. The envelope T may be replaced by 1, 2, or 3 layers of tissue paper are glued to the embossments mounds of the outer embossed kraft paper sheet, or the intended contact side the kraft paper, and the tissue layer or layers "will also run through the corrugating process" (column 3, lines 13-19 and 52-59, column 4, lines 4-15 and Figure 3). However, GERARD fails to disclose or suggest laminated tissue paper plies that are displaced with respect to

one other or the maximum distance D in the displacement direction as recited in the present claims.

The present claims are directed to laminated tissue plies with embossing patterns that are displaced relatively to each other in a displacement direction. While GERARD discloses tissue paper, the thin tissue paper is suggested as a possible material for enclosing the laminated paper, but not as the laminated material plies which are displaced (e.g. item T in Figure 3). GERARD does not even suggest substituting the laminated tissue paper for the laminated kraft paper.

GERARD also fails to disclose or suggest the recited maximum displacement distance D of the embossing patterns as a function of the values of H and L so that D is equal to the smaller one of the values of 12H and 14L. The mere fact that there is phase displacement between the paper sheet of GERARD such that the embossing patterns of the respective plies are not in register, does not mean that the maximum distance D is "inherently" equal to any of the recited values, as stated in the Official Action, such as the smaller one of the values 12H and 14L as recited in claim 12.

Thus, as GERARD fails to disclose the laminated tissue paper having embossing patterns displaced a maximum distance in the displacement direction as recited claim 12, or new claim 19, with sufficient specificity for the finding of anticipation,

GERARD does not anticipate the claims 12, 19 and dependent claims 13-18.

Neither would GERARD render obvious the claims. One of ordinary skill in the art would not be motivated to substitute the tissue paper for kraft paper in GERARD (as disclosed in the present specification at page 2, 2<sup>nd</sup> paragraph), as GERARD uses the kraft paper to protect books, crockery and furniture and provide a rough surface for contact with packaging materials (column 4, lines 21-29). It is well known that kraft paper clearly differs from tissue paper in terms of basis weight and smoothness. Namely, kraft paper has a basis weight of between 60 and 115 g/m<sup>2</sup> (See "Papier Lexikon", textbook on paper technology, in the Appendix of this amendment), whereas tissue paper has basis weight of less than 65 g/m<sup>2</sup> (See EP-A 1225 276 A2, page 2, lines 10-14 in the Appendix of this amendment). Thus, tissue paper would not provide the desired basis weight and texture desired by GERARD.

Moreover, as to the maximum distance D, contrary to the statement made in the Official Action, the particular way of determining the maximum distance D as recited in claim 12 is not a mere selection of optimum parameters. Rather, surprising benefits are achieved in selecting a value D in the recited range range, which are not achieved outside of the recited range. Namely, by determining the specific relationship between the maximum distance D, the height H and the length L of the displaced tissue plies and

displacing two plies according to this specific relationship in the manner in the claims, it is possible to significantly enhance the volume of the resulting laminated tissue paper (i.e. providing the benefits of greater softness and greater thickness of the laminated tissue plies). In addition, collapsing of the volume of these two plies can be avoided because the protrusions of the first ply will not fall in the cushions of the second ply (see Figure 6 and the comparative data in Table 1 of the present application).

Thus, GERARD also fails to render obvious independent claims 12 and 19 and dependent claims 13-18.

Therefore, in view of the above, applicants respectfully request that the anticipation rejection and obviousness rejection based on GERARD be withdrawn.

The Official Action also rejected claims 12-18 under 35 U.S.C. §102(b) as being anticipated by Shulz EP 0344056 A2 (SHULZ) and also rejected claims 12-18 under 35 U.S.C. §103(a) as being unpatentable over Shulz EP 0344056 A2 (SHULZ). Applicants respectfully disagree with both grounds of rejection

SHULZ discloses two-ply tissue paper embossed together, separated, and subsequently rejoined so that the embossed portions do not nest (column 3, lines 32-40). While SHULZ discloses that the bulk is increased, it appears that SHULZ contracts this statement by disclosing that the resulting two-ply tissue has a thickness essentially the same as embossed two-ply tissue without

the separation and rejoining steps (column 3, lines 50-65). Accordingly, SHULZ does not disclose the maximum distance D of the embossing patterns in the displacement direction is equal to the smaller one of the values of 12H and 14L, as recited in claim 12, since such a distances would not have a thickness essentially the same as two plies embossed together (e.g., as compared in Figures 6A and 6B of the present application, and as recited in claim 19).

Thus, SHULZ fails to disclose the features of independent claims 12 and 19, as well as dependent claims 13-18 with sufficient specificity for the finding of anticipation.

SHULZ also fails to render obvious the present claims. The present claims are directed to laminated tissue paper, with at least two embossed plies that are displaced in the displacement direction a maximum distance D equal to the smaller one of the values of 12H and 14L. As disclosed in the present application, surprising benefits are achieved by selecting a value of D in the recited range that are not possible outside of this range: it is possible to significantly enhance the volume of the resulting laminated tissue paper. The benefits are a greater softness and greater thickness. In addition, collapsing of the volume of these two plies can be avoided because the protrusions of the first ply will not fall in the cushions of the second ply (see Figure 6 and the comparative data in Table 1 of the present application). Thus, SHULZ actually teaches away from the recited value of D, as SHULZ achieves a thickness essentially the same as embossed two-

ply paper that has not been separated and rejoined (e.g. as shown in Figure 6A of the present application).

Therefore, in view of the above, applicants respectfully request that the anticipation and obviousness rejection based on SHULZ be withdrawn

In view of the forgoing remarks, applicants believe that the present application is in condition for allowance at the time of the next Official Action. Allowance and passage to issue on that basis is respectfully requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

YOUNG & THOMPSON



---

Robert Madsen, Reg. No. 58,543  
745 South 23<sup>rd</sup> Street  
Arlington, VA 22202  
Telephone (703) 521-2297

RM/lk